

EXHIBIT CC

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 DR. SARI EDELMAN,

4 Plaintiff,

5 v.

21 Civ. 502 (LJL)

6 NYU LANGONE HEALTH SYSTEM, *et*
7 *al.*,

8 Defendants.

Trial

9 New York, N.Y.
10 July 14, 2023
8:45 a.m.

11 Before:

12 HON. LEWIS J. LIMAN,

13 District Judge
14 -and a Jury-

15 APPEARANCES

16 MILMAN LABUDA LAW GROUP PLLC
Attorneys for Plaintiff
17 BY: JOSEPH M. LABUDA
EMANUEL S. KATAEV

18 TARTER KRINSKY & DROGIN LLP
Attorneys for Defendants
19 BY: RICHARD C. SCHOENSTEIN
20 RICHARD L. STEER
21 INGRID J. CARDONA
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Ruiz - Cross

1 A. Yes.

2 Q. For what purpose?

3 A. To keep documentation of things that were either going --
4 that were not, *per se*, going the right way.

5 Q. And the spreadsheet and the documentation you've compiled,
6 did you do that at anybody's request?

7 A. Yes.

8 MR. KATAEV: Objection. Leading.

9 THE COURT: Overruled.

10 Q. Who, if anyone, asked you to do that?

11 A. Joseph Antonik.

12 Q. What did he ask you to do?

13 A. Keep records of anything that happens within the suite.

14 Q. And when did he ask you to do that?

15 A. That's always been part of my job.

16 Q. Did that first happen in 2019?

17 A. Before 2019 when I first started working for NYU, I kept
18 spreadsheets of all types of complaints.

19 Q. Let's look at the spreadsheet we have on the screen here.
20 Do you see there's an undated entry at the top?

21 A. Yes.

22 Q. Says: "Dr. Edelman has the tendency of documenting
23 information in a patient's chart, re: inner office issues, she
24 chastises the staff in these messages that become the patient
25 medical records." Do you see that?

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Ruiz - Cross

1 A. Yes.

2 Q. Do you know the date upon which that concern arose?

3 A. That was just a consistent problem.

4 Q. And tell the jury a little more about that. What was the
5 problem that you memorialized here?

6 A. So the problem would be because patients had access to
7 portal, they had the ability to message anything at any given
8 time, and a lot of the times, Dr. Edelman would fault the staff
9 for something not being done instead of bringing it to an
10 escalation of my awareness and then allowing us to address it.
11 It would never be that there was an issue going on or try to
12 pacify the situation, it's would always be a targeted instance
13 where she would blame sort of somebody else for whatever the
14 patient was complaining about.

15 MR. KATAEV: Objection. Narrative.

16 THE COURT: Overruled.

17 Q. Did you put in this chart every single instance of
18 something like that happening?

19 A. To the best of my abilities.

20 Q. Let's look at the entry on 9/9/2020. Do you see that?

21 A. Yes.

22 Q. It says: "Dr. Edelman notified me via text at 11:25 that
23 she was running an hour and a half behind. She requested her
24 last hour patients from 12:00 to be rescheduled or moved down
25 to 2:00 p.m." Do you recall that?

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Rubin - Direct

1 A. Definitely not Joe Antonik.

2 Q. And Ms. Ruiz definitely didn't discuss --

3 A. Definitely not.

4 Q. It's fair to say that these concerns brought to your
5 attention from the November 6, 2020, email is what led to Dr.
6 Edelman's nonrenewal, correct?

7 A. It's the only thing that led to the nonrenewal.

8 Q. And at the time that you received this email in November of
9 2020, you were not aware that Dr. Porges's email was a
10 cut-and-paste job of Mr. Antonik's email, correct?

11 MR. SCHOENSTEIN: Objection.

12 THE COURT: Sustained.

13 BY MR. KATAEV:

14 Q. At the time you that received Dr. Porges's email, you were
15 not aware that Mr. Antonik played a role in giving information
16 to Dr. Porges, correct?

17 A. I don't even think I got an email from Dr. Porges. I
18 had -- I had a conversation with Mr. Swirnow that Dr. Porges
19 had raised some -- some serious concerns. Maybe I got an
20 email. I don't recall. But I -- I said let's get on the phone
21 or have a meeting -- again, I don't know if it was in person or
22 on the phone -- with Dr. Porges to hear what's going on.

23 Q. It's fair to say that you had no knowledge of Mr. Antonik's
24 involvement in providing information about --

25 A. Definitely not, definitely not.

N7eWede2

Rubin - Cross

1 the opinion of the clinicians that there was no -- while the
2 practice didn't meet our standard of care for rheumatology at
3 NYU, there was no inherent danger to a patient by letting her
4 stay. So they supported giving her an opportunity to find
5 another job.

6 Q. Would this have been something you would have reported to
7 compliance?

8 A. No. I think -- I think people confuse compliance.

9 Compliance is when there's fraudulent billing or unethical
10 activity going on. This was -- this was a clinical concern
11 that had been raised by a physician, investigated and validated
12 by people who have experience in looking into these matters.
13 So as long as there was no risk or -- to a patient's safety, it
14 would never have gone to compliance. And it would never have
15 gone to HR.

16 Q. And did you report it outside of the organization? Did you
17 report it to the medical board or any --

18 A. There was nothing to report.

19 Q. Why not? Explain that.

20 A. An investigation was done on the clinical practice by
21 clinicians who were experienced in reviewing the practice, that
22 person -- Dr. Edelman's practice. They did not meet our
23 standards for delivering health care to our patients. That is
24 not -- that -- had they uncovered activity that was dangerous
25 or irresponsible or problematic to the point where a patient's

N7eWede2

Rubin - Cross

1 safety was at risk, we would have had an obligation to report
2 that to OPMC, this organization you're talking about.

3 This case did not rise to that level. It rose to the level
4 of not meeting our own internal clinical standards for how our
5 rheumatology division wanted to deliver the care. So we
6 nonrenewed.

7 Q. In the process of determining whether or not to renew Dr.
8 Edelman's contract, did you consult at all with David Kaplan?

9 A. Absolutely not.

10 Q. Did you consult at all with Joe Antonik?

11 A. I did not.

12 Q. Did you consult with anybody other than the folks who you
13 mentioned in your testimony today?

14 A. I did not.

15 Q. After providing Dr. Edelman with notice of nonrenewal, did
16 she contact you?

17 A. She did.

18 Q. And tell us what, if anything, you remember about that
19 conversation.

20 A. I remember very little, except for one thing. I'm sure --
21 I'm going to tell you what I remember specifically. She asked
22 me -- she had told me she wanted -- she was looking for a
23 job -- she wanted to move to Florida. She and her husband had
24 been talking about moving to Florida. Did I know anybody or
25 could I help her find any job in Florida?